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STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

FILED

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INDIANA UTILITY
REGULATORY COMMISSION

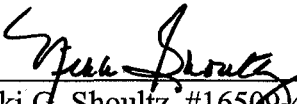
IN THE MATTER OF THE PETITION)
OF TWIN LAKES UTILITIES, INC. FOR)
AN INCREASE IN ITS RATES AND)
CHARGES FOR WATER AND WASTEWATER)
UTILITY SERVICE)

CAUSE NO. 43128

SUBMISSION OF PRE-FILED TESTIMONY
IN SUPPORT OF SETTLEMENT AGREEMENT

Intervenor, Lakes of the Four Seasons, by counsel, hereby submits the pre-filed testimony
and of Robert Campbell in support of the Settlement Agreement filed in this Cause.

Respectfully submitted,



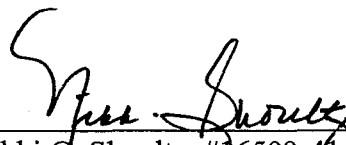
Nikki G. Shoultz, #16509-41
Counsel for Lakes of the Four Seasons

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been served upon the following
counsel of record electronically, this 3rd day of July, 2007:

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INDIANA UTILITY REGULATORY COMMISSION

IN THE MATTER OF THE PETITION)	
OF TWIN LAKES UTILITIES, INC. FOR)	
AN INCREASE IN ITS RATES AND)	CAUSE NO. 43128
CHARGES FOR WATER AND WASTEWATER)	
UTILITY SERVICE)	

TESTIMONY OF ROBERT CAMPBELL
On Behalf of Intervenor,
Lakes of the Four Seasons Homeowner's Association
Pre-Filed July 3, 2007

1 **Q. PLEASE STATE YOUR NAME AND ON WHOSE BEHALF YOU ARE**
2 **TESTIFYING.**

3
4 A. My name is Robert Campbell. I am the Community Manager of Lakes of
5 the Four Seasons Property Owner's Association.

6 **Q. ARE YOU THE SAME ROBERT CAMPBELL THAT SUBMITTED PRE-**
7 **FILED TESTIMONY IN THIS PROCEEDING ON MAY 9, 2007?**

8
9 A. Yes.

10
11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12
13 A. The purpose of my testimony is to provide LOFS's perspective on the
14 Settlement Agreement between Twin Lakes Utilities ("TLU"), the Indiana Office
15 of Utility Consumer Counselor ("OUCC"), and Lakes of the Four Seasons
16 Property Owners' Association ("LOFS").

17 **Q. PLEASE DESCRIBE HOW THE SETTLEMENT AGREEMENT**
18 **ADDRESSES THE CONCERNS RAISED IN YOUR MAY 9, 2007 PRE-**
19 **FILED TESTIMONY.**

20 A. The Settlement Agreement includes commitments from TLU designed to
21 eliminate the sewage discharges that LOFS has experienced for a number of
22 years. It mandates specific dates by which TLU must identify and implement a
23 remediation project designed to completely eliminate sewage discharges during
24 normal operating conditions from two manholes where discharges frequently
25 occur. Most importantly, TLU has agreed that time is of the essence, and absent
26 matters beyond TLU's control, TLU will complete the remediation project on or
27 before December 31, 2008.

28 As part of the Settlement Agreement's discussion of sewage discharge
29 remediation, TLU and LOFS also recognize the importance of continuing TLU

1 efforts to eliminate connections to sump pumps, which contributes to overflowing
2 manholes.

3 Though not a part of the Settlement Agreement, we have had productive
4 dialogue with TLU's newest operations manager regarding our water quality
5 testing concerns, and I am comfortable that TLU will share with LOFS its water
6 quality testing data and that LOFS is free to work with IDEM should water
7 quality testing concerns continue.

8 Finally, the Settlement Agreement is responsive to concerns raised by
9 certain LOFS residents during the field hearing in this proceeding regarding fish
10 kills that the residents believe were caused at least in part by TLU sewer
11 discharges. While TLU does not admit any liability for fish kills, the Settlement
12 Agreement calls for TLU to make payments to LOFS totaling \$5,000, which
13 LOFS will use for restocking the lakes with fish.

14
15 **Q. WHY IS THE SETTLEMENT AGREEMENT IN THE PUBLIC**
16 **INTEREST?**

17
18 **A.** As an initial matter, LOFS does not object to the rate increases reflected in
19 the Settlement Agreement. The levels reflected in the Agreement are consistent
20 with our understanding of the accounting information presented, and so long as
21 TLU is required to promptly eliminate the sewage discharges during normal
22 operating conditions that have plagued our subdivision for over a decade, we do
23 not object to the increase reflected in the Settlement Agreement.

24 I believe that the public interest is served by a meaningful commitment
25 from TLU to eliminate the sewage discharge problem as soon as possible. The
26 Settlement Agreement reflects that commitment and the parties' expectations that,

1 absent a delay beyond TLU's control, the remediation project will be complete by
2 December 31, 2008. The Settlement Agreement also prevents TLU from
3 enjoying any further rate increases until the remediation project is complete. This,
4 along with TLU's commitment to continue its efforts to eliminate the
5 unauthorized use of sump pumps, should help all parties reach the common goal
6 of eliminating, once and for all, sewer discharges during normal operating
7 conditions.

8 Additionally, the provision that obligates TLU to pay \$5,000 for fish
9 restocking helps mitigate the residents' concerns that about TLU's willingness to
10 pay for damage its discharges may well have caused. Ultimately, because the
11 Settlement Agreement imposes on TLU certain tangible obligations that will
12 move the system closer to the goal of eliminating sewage discharges in normal
13 operating conditions, I believe the Settlement Agreement is in the public interest.

14
15 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

16
17 **A.** Yes, it does.
18
19
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